BRUHAT BENGALURU MAHANAGARA PALIKE

Notification No: EE/RI-TEC/TEND/02/2024-25 Date: 16.08.2024

REQUEST FOR PROPOSAL (RFP)

FOR

"Construction of skywalks under PPP Model on Design, Build, Finance, Operate and Transfer (DBFOT) based on "Dynamic Duration" model under Commercial Advertisement rights at Mysore Road connecting Deepanjalinagara Bus Depo to Ranganatha Colony"

Disclaimer

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Chief Commissioner, BBMP or any of its employees or advisors, is provided to Bidder(s any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the BBMP in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and is neither an offer nor invitation by the BBMP to the prospective Bidders or it is not possible for the BBMP, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. Each Bidder should, conduct own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

The BBMP also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The BBMP may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the BBMP is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the BBMP reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BBMP or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the BBMP shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

BRUHAT BENGALURU MAHANAGARA PALIKE

No: EE/RI-TEC/TEND/02/2024-25

Office of the Executive Engineer
Road Infrastructure - TEC Division,
N.R.Square, Bengaluru – 560002
Dated : 16.08.2024

INVITATION FOR TENDER (IFT)

Tender Notification (Two Cover System)

(Through **GOK KPP Portal** only)

1. The Executive Engineer- Traffic engineering Cell Division invites tenders on behalf of the Chief Commissioner, BBMP, Bangalore from eligible Tenderers for the work detailed in the table below. The tenderers may submit tenders for work given in the table through Karnataka public procurement portal of the Government of Karnataka (https://KPPP.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.
2. Tender documents may be downloaded from the KPP portal of the Government of Karnataka from .
3. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for **90** days beyond the validity of the tender.
4. **Tenders must be submitted online through KPP portal on or before 16.00 hours on 03.09.2024** and the opening of tenders will be as per the KPP portal guidelines.
5. Other details can be seen in the tender documents.

Sl No	Name of work	EMD In Rupees	Contract period	Cost of tender form in Rs.
1	"Construction of skywalks under PPP Model on Design, Build, Finance, Operate and Transfer (DBFOT) based on "Dynamic Duration" model under Commercial Advertisement rights at Mysore Road connecting Deepanjalinagara Bus Depo to Ranganatha Colony"	4,00,000/-	9 (Nine) months	As per KPP Portal

2	"Construction of skywalks under PPP Model on Design, Build, Finance, Operate and Transfer (DBFOT) based on "Dynamic Duration" model under Commercial Advertisement rights at Sarjapur Road near St. Francis School"	4,00,000/-	9 (Nine) months	As per KPP Portal

Calendar of events

- Availability of RFP: **17-08-2024.**
- Last Date for Tender queries: **22-08-2024 up to 3.00 pm.**
- Pre bid Meeting on **22-08-2024** at 3.30 pm @ office of Engineering in Chief, No.109, 1st floor, Annex Building 2, N R Square, Bangalore
- Last Date for Receipt of Tender is **03-09-2024 up to 4.00 pm.**
- Date of opening of technical Bid is **04-09-2024 by 4.30 pm.**
- Date of opening of financial Bid after approval of Technical bid

NOTE:

1. Technical Bids will be opened on the website https://KPPP.karnataka.gov.in in the office of the Executive Engineer, Road Infrastructure - TEC Division on **04.09.2024 at 16.30 hours.**
2. Aspiring Bidders/Contractors who have not registered in KPP should register before participating through the website https://KPPP.karnataka.gov.in
3. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
4. All the required information required for Bids must be filled and submit online.
5. For details, registration and e-payment visit GOK KPP website https://KPPP.karnataka.gov.in or contact KPP Helpdesk at 080 – 22441076
6. This tender notice can also be seen on the BBMP websitewww.bbmp.gov.in.

Sd/-
Executive Engineer
Road Infrastructure - TEC Division
Bruhat Bengaluru Mahanagara Palike

Copy Submitted to the:

1. Personnel Secretary to Hon'ble Administrator, BBMP to bring into the kind notice of Administrator.
2. Personnel Secretary to Hon'ble Chief Commissioner, BBMP to bring into the kind notice of Chief Commissioner.

3. Special Commissioner (Projects/ Finance) for kind information.
4. Engineer In Chief, BBMP for kind information.
5. CAO / CFO / Chief Auditor for kind information.
6. I. T. Advisor with a request to publish the same in the BBMP Website.
7. Accounts Superintendent / Cashier for necessary action.
8. Public Relation Officer, BBMP for information and to publish in two leading National Newspapers in Kannada and English and also publish in national level papers
9. Office Copy.

Sd/-
Executive Engineer
Road Infrastructure - TEC Division
Bruhat Bengaluru Mahanagara Palike

VOLUME-1
INSTRUCTIONS TO BIDDERS

Instructions to Bidders

1.1 Definitions

Acceptance Test means a set of tests to be conducted by BBMP and or its designated agency after successful completion of the construction of the Skywalks which means Bruhat Bengaluru Mahanagara Palike comprising various departments, administrative zones and offices defined from time to time in accordance with applicable laws.

Bid means the response to this RFP submitted by the prospective bidders and acknowledged by BBMP as valid.

Bid Security means the bank guarantee to be furnished by the bidders in the prescribed format for the amount and terms detailed in this section.

Bid Value means bidders' estimated capital cost during the construction phase of the Skywalks project as reflected in the bidding Bid.

Commercial Operation Date means the date indicated by BBMP while issuing a certificate of successful completion of the construction of the Skywalks and successful completion of the Acceptance Test. Commercial Operation Date shall signify use of walkway by the pedestrians and operation of lifts/escalators; display of advertisements shall follow after the Commercial Operation Date.

Concession means the award of Contract to the Concessionaire for the design, finance, build, operate and transfer of the facilities associated with the development of Skywalks at identified location in Bengaluru.

Contract means the agreement(s) to be executed between BBMP and the Concessionaire detailing the role, responsibility and liability of each party in respect of development and operation of Skywalks

Law means any Act, Statue, Ordinance or a State notification enacted after a due process of Legislature of Government of Karnataka and in force.

Concessionaire means the company, which has won and been awarded the Concession for construction and operation and maintenance of the Skywalks by BBMP.

Project Director/Engineer in Charge means a person or an organization designated by BBMP to deal with the Concessionaire during the entire period of the Contract responsible for monitoring, supervision and reporting functions.

RFP means a set of four volumes of this bid document comprising instructions to bidders, technical requirements & specifications, commercial specifications, formats for bid submission and draft Contract and supplements and amendments that may be issued subsequently.

SLA means the service level agreement to be established for the Skywalks identifying the performance metrics and provisions for penalty for non-performance thereof.

Skywalks means semi-automated pedestrian crossing system comprising with lifts with or without escalators, walkway, barricades, security systems and other amenities elaborated in the technical documentation of this RFP.

Sub-contractor means agencies and or companies identified by the Concessionaire in its Bid as sub-contractors to provide a part of the services in respect of design, development, construction, operation and maintenance of the Skywalks either during the construction phase and or during the operation and maintenance phase. The extent of subcontracting to any sub-contractor by the Concessionaire shall be in accordance with the main Contract between BBMP and the Concessionaire.

Supplier means any firm or organization contracted by the Concessionaire to supply equipment, material and consumables during the construction and operation and maintenance phases of the project. Suppliers would include companies that provide lifts, escalators, accessories, security systems etc.

1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires,

References to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;

References to laws of Karnataka or India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;

References to a "person" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;

the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;

the words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;

references to "construction" or "building" include, unless the context otherwise requires, investigation, design, developing, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and "construct" or "build" shall be construed accordingly;

references to "development" include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, up-gradation and other activities incidental thereto, and "develop" shall be construed accordingly;

any reference to any period of time shall mean a reference to that according to Indian Standard Time;

any reference to day shall mean a reference to a calendar day;

references to a "business day" shall be construed as a reference to a day (other than a Sunday) on which banks in Bengaluru are generally open for business;

any reference to month shall mean a reference to a calendar month as per the Gregorian calendar; references to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement;

any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;

the words importing singular shall include plural and vice versa; references to any gender shall include the other and the neutral gender; "lakh" means a hundred thousand (100,000) and "crore" means ten million (10,000,000); "indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

references to the "winding-up", "dissolution", "insolvency", or "reorganisation" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;

any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of the BBMP hereunder or pursuant hereto in any manner whatsoever;

any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party, as the case may be, in this behalf and not otherwise;

1.3 Measurements and arithmetic conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.4 Priority of agreements and errors/discrepancies

1.4.1 This Agreement, and all other agreements and documents forming part of this agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order: this Agreement; and all other agreements and documents forming part hereof; i.e. the Agreement at (a) above shall prevail over the agreements and documents at (b) above.

1.4.2 Subject to the provisions of Clause 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply: between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses; between the written description on the Drawings and the Specifications and Standards, the latter shall prevail; between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and between any value written in numerals and that in words, the latter shall prevail.

1.5 Scope

BBMP aims at improving its services to the pedestrian public of the Bengaluru city and proposes to develop a number of Skywalks equipped with lifts and with or without escalators around the city at select identified locations. The Skywalks project initiative would involve systematic design, development, construction, financing, operation, maintenance, revenue collection and deployment.

In particular, the scope would involve:

1. Design of the Skywalks with a view to ensure safe and convenient walking for the pedestrians of all section of the society;
2. Preparation of all location specific designs & engineering drawings of all Skywalk with lifts and with or without escalators suitable to the site conditions, and as listed in the scope of work for the each locations existing environment conditions, community demand, existing and proposed structures on the road and basic specifications prescribed by BBMP and IRC.

3. Collect and validate the site conditions where Skywalks are proposed in consultation with various stakeholders (utility companies wherever necessary)
4. Operation & Maintenance of Skywalk for the approved concession period.
5. Arrange financing of the project in accordance with agreed Contractual terms
6. Enabling adding of Services to the Skywalks in consultation with BBMP after satisfying feasibility requirements
7. Deployment of adequately trained manpower required for the Operations and Maintenance in accordance with performance requirements stipulated in the Contract
8. Adherence to all applicable laws and regulations in this respect
9. Transfer the facilities in good condition and free from all encumbrances free of cost to BBMP upon expiry of the Concession Period

1.6 List of Documents comprising the RFP

The Request for Proposal (RFP) document for the Skywalks Project consists of four volumes viz.

Volume 1 "Instructions to Bidders"
Instructions to Bidders
Bid Process – preparation and submission
Bid Evaluation
Award Criteria

Volume 2 "Technical requirements and specifications"
Scope of the project
Roles & Responsibilities of the Stakeholders
Functional Requirements
Technical Requirements

Volume 3 "Commercial Specifications"
Financing
Revenue Model
Implementation Schedule
Contract terms

Volume 4 "Forms for bid submission"
Formats for technical bid
Formats for financial bid

The bidders are expected to examine all instructions, forms, terms, Skywalks project requirements and other information in the RFP document. Carrying out detailed due diligence of information furnished in the RFP is the responsibility of the bidders. Failure

to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its Bid and forfeiture of the Bid Security.

1.7 Acknowledgment of Receipt

It is required by the prospective bidders to acknowledge receipt of this RFP by sending the following information (details of bidders contact personnel) to BBMP at the address mentioned below by direct mail. The contact personnel of the prospective bidders shall not be changed during the bid process. Bidders, who send an acknowledgement of receipt of the RFP, would be registering their interest to bid for the Skywalks project. Bidders are requested to send a notice of intent to bid to the BBMP as in Attachment 1 by email. Bidders are also requested to send a confirmation to attend the pre-bid meeting proposed on the date indicated in the bidding process timetable and as notified in the Tender Notification.

All Submissions should be through KPP portal only.

BBMP address	Bidder Information
1) Sri. B.S.Prahallad Engineer-In-Chief Road Infrastructure Bruhat Bengaluru Mahanagara Palike N R Square Bengaluru -560 002 2) Sri. Md Ajmal Ariff Executive Engineer Road Infrastructure – TEC Division, Bruhat Bengaluru Mahanagara Palike. N.R. Square, Bengaluru.- 560 002 e-mail Address: bbmpeetec2023@gmail.com	Company Name Address Primary Contact: Name Address e-mail Address: Telephone Number Secondary Contact: Name Address e-mail Address: Telephone Number

1.8 Clarifications

All enquiries and or clarifications from the bidders related to this RFP should be directed in writing to the contact person notified by BBMP in this RFP. Both direct mail communication and email communication are accepted modes of communication for the purpose of seeking and providing clarifications in respect of this RFP.

1.9 Supplemental Information

If BBMP deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such supplements shall be deemed to be incorporated by this reference into this RFP and binding on the bidders.

1.10 Key Activities and Dates

The Schedule of Key Activities for the purpose of this RFP describing the bid process is outlined below:

S. No	Activity	Date
1	Issue of RFP by BBMP through KPP portal	Same as date of uploading
2	Site visits	Any day
3	Pre Bid Meeting	22.08.2024 @ 15.30 Hrs
4	Last Date for submission of bids	03.09.2024 before 16.00Hrs
5	Opening of Technical Proposals	04.09.2024 after 16.30 Hrs
5	Award of contracts	Will be intimated to qualified bidder
6	Contract Signature and closure	Will be intimated to qualified bidder

1.11 Bid Preparation and Participation Costs

The bidder is responsible for all costs incurred in connection with participation in the Bid Process including and not limited to costs incurred in conduct of informative and other diligence activities, making site visits, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by BBMP to facilitate the evaluation process, and in negotiating a definitive Agreement or all such activities related to the Bid Process.

1.12 Qualification Criteria (Technical & Financial)

All bidders shall provide the requested information accurately and in sufficient detail in qualification information.

The Bidder may be a **Single Entity** and the Joint or Consortium bidding is not permitted.

The bidder may be a Entity either registered under Indian Partnership Act 1949 or a

Company registered under the Indian Companies Act 1956. The Single entity is responsible for the construction and development of Skywalks.

The Bidder shall satisfy the following technical and financial criteria.

A. Technical Criteria:

- The bidder-Single Entity should have been in the business/ activity of development and/or any construction activities, Business/Convention Centres, Institutions in the last 5 yrs.

- Should have developed (either on its own or through an entity in which the Bidder holds equity) and /or Constructed **Skywalks or Minimum 50 MT of any steel fabricated structure work** in public sector in the last five years.

The Technical Experience should be demonstrated by the Bidders through proper documentary evidence to the satisfaction of BBMP.

If the bidder is not registered in BBMP, should register with BBMP advertisement department once tender is awarded and shall follow all the Advertisement Bye Laws, Rules and Circulars of the BBMP in this regard.

Bidder should issue a statement undertaking total responsibility for the defect free operation of the Skywalks during the operation and maintenance period.

A technical evaluation on the parameters of innovativeness of concept, aesthetic appeal, economy of construction, economy of maintenance, functional aspects (such as disabled friendly design, women friendly and safe design, ease of access and circulation, quick evacuation in case of emergencies, maximum connectivity), commercial potential (such as maximum scope for providing kiosks and advertisement panels without disturbing aesthetics), safety aspects and structural feasibility will be carried out.

No Applicant or its Associate shall submit more than one Application for the competition. An Applicant applying individually or as an Associate shall not been entitled to submit another application either individually or as a member of any consortium, as the case may be.

Additional public utilities such as Toilets, Information Services, Wi-Fi services, etc and maintenance of footpath and median near a particular location of skywalk for **a length of 100m on either side** as per standards of BBMP will be preferred for technical scores. Technical Score will also be given to bidder who will be giving extra public utilities and amenities other than skywalk.

B. Financial Capability

The Bidder should have Minimum Net worth of **Rs. 200.00 lakhs** at the end of the latest completed financial year. **The bidder should have a minimum Annual turnover of Rs.100.00 Lakhs in last five years.**

Bidder (in case of single entity) should be profit-making organization/s **for at least 2 years out of the last 5 years**.

The Financial Capabilities should be demonstrated by the Bidders through proper documentary evidence to the satisfaction of BBMP.

To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for each package.

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

a. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

b. record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

c. participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification

1.13 Bid Security (Earnest Money Deposit)

Bidders shall submit along with their bids, Bid Security in the form of EMD through KPP portal for the amounts as mentioned.

EMD Amount shall be submitted by the Tenderer taking into account of the following Conditions.

EMD for work is Rs. **4.00 Lakhs** which shall be accepted only in the form of Electronic Cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's Central Pooling Account until the Work is awarded. Any bid without EMD will stand automatically disqualified.

The tender processing fee and EMD shall be made in KPPP only using any of the following four modes of payment.

Credit Card

Direct debit

Nationalized Electronic Fund Transfer (NEFT)

The EMD in any other form shall not be entertained .The EMD would be returned to all unsuccessful bidders from KPP portal after the award of project.

Bids submitted in KPP portal without exact amount of Bid security (EMD) shall be rejected:

BBMP may in exceptional circumstances and at its discretion extend the deadline for submission of bids by issuing an addendum or by intimating all bidders who have been provided with the RFP document in writing and by email and in e-portal (where possible) in which case all rights and obligations of the BBMP project and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

Bids can't be submitted after the due date and the specified time in the KPP portal.

Bids would be opened through KPP portal in the presence of all bidders (who choose to be present). The venue of the bid opening is: Office of Executive Engineer (TEC division), N.R.Square, Bruhat Bengaluru Mahanagara Palike , Bengaluru 560 002.

In the event of the specified date of bid opening being declared a holiday, the bids shall be opened at the appointed time and location on the next working day.

1.14 Composition of the Bid

Bids shall be prepared and submitted in Two Cover (Parts): the first part shall comprise the offer letter in the prescribed format, and the Bid Security and the Technical aspects of the bid and the second cover / part shall be the commercial bid specifying the price offer and the commercial terms and conditions and same shall be done only in the KPP Portal of the Government of Karnataka.

The technical proposals of all the bidders who have complied with bid submission requirements (Two cover/ part submission and provision of bid security in the format and amount indicated) will be opened. After evaluation of technical proposals, the commercial proposals of only those bidders who qualify in technical evaluation will be opened.

The venue, date and timing for opening the Technical & Commercial proposals will be as per the dates indicated in the KPP platform.

All the proposals will be opened in the presence of the bidder's representatives who choose to be present.

- **PROPOSAL INSTRUCTIONS AND CONDITIONS**

Response to bid must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. BBMP will evaluate bidder's proposal based upon

its clarity and the directness of its response to the requirements of the project as outlined in this RFP. To assist in the preparation of proposal, BBMP is making available an electronic version of this RFP to prospective bidders.

1.15 RFP Format

1. This RFP provides information regarding the requirements of the Skywalks project, associated services which are included in the Volume 2 titled "Technical Requirements & Specifications".
2. This RFP also includes specific questions about bidder's proposed solution, technical qualifications and capabilities, development, implementation, operations and management approaches and strategy, to facilitate BBMP in determining bidder's suitability as the Skywalks developer based on the requirements outlined in this RFP. The bidder is expected to respond to the requirements as completely and in as much detail as possible, and focus on demonstrating bidder's suitability to become the Skywalks developer for the requirements outlined.
3. BBMP seeks a specific proposal responsive to this RFP in every respect and detail, rather than a mere compilation of materials and promotional information. BBMP will be appreciative in the superior quality and responsiveness of the proposal.
4. As noted above, BBMP is providing a copy of this RFP in an electronic format. The bidder must submit the bid, as separate documents in Two cover through KPP portal ,"Covering letter with bid security" and "Technical Proposal" and a "Commercial Proposal", as described in this Section. The Two sealed covers should be submitted separately for each of the locations through KPP portal. Failure to submit separate technical and commercial proposals may result in disqualification of the bid.

1.16 Documents comprising the bidders' proposal

Proposal submitted by the bidder shall comprise the following documents:

1. Proposal covering letter and the Technical proposal Forms (covering letter is set forth in Annexure 1 of the Volume 4 of this RFP).
2. Bid Security in the form of bank guarantee as specified in Annexure 12 of Volume 4 of the RFP
3. Technical proposal in the format as specified in Annexure 1, 2, 4, 5,6,7,8,9,10 of Volume 4 of this RFP. Bidders should add any technical write up to substantiate their proposals.
4. Commercial proposal as specified in Annexure 3 and 13 of Volume 4 of this RFP in the formats provided.
5. Any other information that is required to be submitted in the proposal process

Bidder shall submit with its proposal, inter alia, the following attachments:

6. A board resolution (in case of a group or consortium bid, the Prime Contractors Board of Directors) authorizing the Bidder/ Prime Bidder to sign/ execute the proposal as a binding document and also execute all relevant agreements forming part of RFP.

7. A certified true copy of the consortium agreement between the Prime Bidder and the other members of the consortium, revealing the respective roles and responsibilities of all the members, in meeting the overall scope and requirements of the Skywalks Project.
8. Bidders shall furnish the required information on their qualifications, technical and commercial strengths in the enclosed formats only. Any deviations in format may make the bid liable for rejection.

1.16.1 Technical Proposal

A printed covering letter on the bidding organization's letterhead with all required information and authorized representative's initials shall be submitted along with the proposal through KPP portal. Bidders are advised not otherwise edit the content of the proposal cover letter. The technical proposal should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the RFP. The technical proposal must not contain any pricing or commercial bid information. In submitting additional information, please mark it as supplemental to the required response. If the bidder wishes to propose additional services (or enhanced levels of services) beyond the scope of this RFP, the proposal must include a description of such services as a separate attachment to the proposal.

Only the selected bidder will have to submit the detailed structural and architectural drawings for the Skywalks with lift and with or without escalator and staircase on both sides for obtaining approval from BBMP

The technical proposal should address the following:

Overview of the proposal that meets the requirements specified in the RFP

Overall structural design and architecture

Proposed layout and drawings

Security issues

Health and safety measures

Performance criteria

Availability of the skywalk system to pedestrians

Operational environment (lift, with or without escalators, movement of pedestrians, queue management)

Construction schedules

Standards and specifications adopted in the design and construction

Implementation methodology, project plan and implementation schedule

Project team structure, size and capability

On-site Post Implementation Support Strategy

Proposed model for expansion of services beyond the initial requirements described in

the RFP

Quality assurance/process

Key Milestones during construction phase

Programme for operation and maintenance

The technical proposal shall also contain bidder's plan to address the key challenges of the project.

BBMP is also open to any suggestions that the bidder may want to render with respect to the approach adopted for the assignment in the light of their expertise or experience from similar assignments. However, this should not lead to the submission date being missed or extended.

The bidder must address the following in their Design, Development and implementation strategy:

A detailed Project schedule and milestone chart Approach and Methodology of design, development and implementation of the Skywalk with associated structures and amenities. The plan should adhere to the standard methodology of road furniture commissioning.

Key implementation objectives, key deliverables and an implementation schedule for the same

Project Management tools proposed to be used for project during the construction phase

The Design, Development and Implementation Plan shall provide a detailed description of the bidder's approach for the design, development and implementation of the proposed solution enumerated in this RFP. The bidder shall identify key implementation objectives, how these objectives will be met and the respective dates on which deliverables incorporating these objectives will be completed and ready for use.

1.16.2 Manpower deployment plan and resources to be dedicated to the project

Bidder must provide the following information:

A specific description of the prior experience and expertise of the resources in the organization that enable the organization to provide a skywalk with proposed technical requirements and specifications;

Resumes of manager(s) responsible for the management of this project, highlighting pertinent experience.

Resumes of bidder and/or sub-contracted personnel who would be directly assigned to provide basic design, detailed design, construction, supervision, monitoring, control and related services as pertains to this contract and the specific function each individual would perform;

All the resumes of the proposed team should be given in the following format only

Resume Format

- Proposed Position

- Name
- Qualification
- Tasks proposed to be assigned
- Areas of Expertise
- Experience
- Period of association with the organization

1.16.3 Prospective Sub contractor Statement

Bidder shall identify all prospective subcontractors, including Suppliers that the bidder wishes to engage to provide any of the services required under this RFP. For each proposed Subcontractor and Supplier, bidder shall provide the following:

Brief description of nature of products/services to be provided

Head and branch offices (if responsible for work under this contract) (provide street and mailing addresses, phone, fax and email);

Date, form and state of incorporation;

Contract administrator (Name, business address, fax, phone and email address of individual responsible for administering any contract that might result from this RFP);

Company principals (Name, title and business address); and,

Current or prior successful partnerships with proposed subcontractor including client reference (Contact Name, Phone Number, dates when services were performed).

1.16.4 Deviations and Exclusions

The bidder shall provide the deviations and exclusions, if any, from the defined scope of Skywalks solution in the format provided in Volume 4 - Annexure 6.

1.16.5 Bidder Undertakings

Bidder's guarantee for accomplishing the implementation schedules for completion of key deliverables shall form part of the proposal covering letter.

1.16.6 Total Responsibility

Bidder should issue a statement undertaking total responsibility for the defect free operation of the Skywalks during the Operation and Maintenance period.

1.16.7 Commercial Proposal

The electronic version of this RFP should be used to create the bidder's commercial proposal. Unless expressly indicated, bidder shall not include any technical information regarding the services in the commercial proposal.

The commercial proposal must be detailed and must cover each year of the contract term. The terms for the Concession shall be separately indicated. The commercial proposal must be summarized by completing the pricing matrices which are contained in Annexure 13 of Volume 4 of the RFP in KPP form only.

The attachment required to be annexed along with the Commercial Bid must be filled up and submitted right AFTER opening of the COMMERCIAL BIDs of the technically qualified bidders and shall constitute one of the criteria to evaluate the viability of the proposal of the bidder.

1.17 Signature

All proposals must be signed with the bidder's name and by a representative of the bidder, who is authorized to commit the bidder to contractual obligations. All obligations committed by such signatories must be fulfilled and submitted through KPPP.

1.18 Submission of Proposals

All submissions shall be through KPPP.

Both of the copies of the bids attached in KPP platform must consist of the following:

Covering letters with Bid Security.

Technical proposal to be submitted in the prescribed format through KPP only.

Commercial proposal to be submitted in the prescribed format through KPP only.

1.19 Period of Validity of Proposals

The proposals including the Bid Security shall be valid for a **period of 180 days** from the date of submission of the proposals. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal.

In exceptional circumstances, at its discretion, BBMP may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing (or by fax or email).

1.20 Late Proposals

KPP portal submission do not allow for late submission of bids

1.21 Non-Conforming Proposals

Any proposal may be construed as a non-conforming proposal and ineligible for consideration if it does not comply with the requirements of this RFP. The failure to comply with the technical requirements, and acknowledgment of receipt of amendments, are common causes for holding proposals nonconforming.

1.22 Amendment of Request for Proposal

At any time prior to the deadline for submission of proposals, BBMP, for any reason, may modify the RFP by amendment notified in writing or by fax or email to all bidders who have received this RFP and such amendment shall be binding on them. BBMP, at its discretion, may extend the deadline for the submission of proposals.

1.23 Language of Proposals

The proposal and all correspondence and documents shall be submitted in English. All proposals and accompanying documentation will become the property of the BBMP and will not be returned. The KPP document submitted will be considered as the official proposal.

1.24 Disqualification

The proposal is liable to be disqualified in the following cases:

Proposal not submitted in accordance with this RFP.

During validity of the proposal, or its extended period, if any, the bidder changes his commercial terms.

The bidder qualifies the proposal with his own conditions.

Proposal is received in incomplete form or without signature.

Proposal is received after due date and time.

Proposal is not accompanied by all requisite documents

Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.

Commercial proposal is enclosed with the same envelope as technical proposal.

Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a Contract **within 15 working days** of the date of notice of award of contract or within such extended period, as may be specified by BBMP.

Bidders may specifically note that while evaluating the proposals, if it comes to BBMP's knowledge expressly or implied, that some bidders may have compounded in any manner

whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of two years from participation in any of the bids floated by BBMP. It is also clarified that if need arises BBMP would go in for appointment of outside party(s) to undertake the work under the captioned bid.

In case the terms and conditions of the contract applicable to this invitation to bid are not acceptable to any bidder, he should clearly specify any deviation, in the format provided in Volume 4 - Annexure 6.

1.25 Modification and Withdrawal of Proposals

No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form.

1.26 Conflict of Interest

Bidder shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current contracts, engagements, or affiliations with BBMP. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the RFP.

1.27 Acknowledgement of Understanding of Terms

By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.

1.28 Site Visit

Bidders are encouraged to visit the head office of BBMP and obtain information that they may determine to be useful for preparing response to the RFP. Bidders shall intimate BBMP sufficiently in advance in order to make arrangements for the visits of their authorized personnel. All costs related to site visits and gathering of information shall be entirely borne by the bidders. Bidders shall be responsible for the personnel deputed to undertake site visits. Failure of bidders to carry site visits will not disqualify the bidders during the bid process.

1.29 Conditions

The following terms are applicable to this RFP and the bidder's proposal.

This RFP does not commit the BBMP to enter into a Contract or similar undertaking with the bidder or any other organization and BBMP shall have the right to reject or accept any proposal or offer, or any part thereof (e.g., any component of any proposed solution) for any reason whatsoever. BBMP reserves the right to enter into agreement with more than one bidder; can choose not to proceed with any bidder with respect to one or more categories of services/requirements outlined in this RFP; and can choose to suspend the project or to issue a new RFP for this project that would supersede and replace this one.

Each bidder shall make the following representations and warranty in its proposal cover letter, the falsity of which might result in rejection of its proposal: "The information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the BBMP, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the BBMP as to any material fact."

BBMP is not restricted in its rights to use or disclose any or all of the information contained in the proposal, and can do so without compensation to the bidder. BBMP shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

Timing and sequence of events resulting from this RFP shall ultimately be determined by the BBMP.

No oral conversations or agreements with any official, agent, or employee of the BBMP shall affect or modify any terms of this RFP, and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of the BBMP shall be superseded by the definitive Contract that results from this RFP process. Oral communications by the BBMP to bidders shall not be considered binding on the BBMP, nor shall any written materials provided by any person other than BBMP.

Proposals are subject to rejection if they limit or modify any of the terms and conditions or specifications of this RFP.

By responding, the bidder shall be deemed to have represented and warranted: that its proposal is not made in connection with any competing bidder submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the bidder did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the BBMP participated directly or indirectly in the bidder's proposal preparation.

Neither the bidder nor any of bidder's representatives shall have any claims whatsoever against the BBMP or any of its respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive Contract with the bidder in accordance with the terms thereof).

Until contract award, bidders shall not, directly or indirectly, solicit any employee of the BBMP to leave the BBMP or any other officials involved in this RFP process in order to accept employment with the bidder, its affiliates, actual or prospective contractors, or any

person acting in concert with the bidder, without prior written approval of the BBMP.

- **BID EVALUATION**

1.30 Preliminary examination of the bids

Preliminary scrutiny of the pre-qualification and technical bid will be made to determine whether they are complete, whether required EMD has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. The decision of the Chief Commissioner, BBMP and of the Council on short listing of agencies is final and binding on the bidders.

Prior to the detailed evaluation, the BBMP will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations.

If a bid is not substantially responsive, it will be rejected by the BBMP and may not subsequently be made responsive by the bidder by correction of the nonconformity.

1.31 Evaluation Procedure & Criteria

Evaluation of the bids will be done in Two stages (compliance to basic requirements, technical and commercial). The following is the procedure for evaluation.

1.31.1 Evaluation of Basic Requirements

Firstly, the documentation furnished by the bidder will be examined prima facie to see if the Bid is substantially responsive and submitted in accordance with the requirements. The submission will also be scrutinized for Bid Security its form and contents. Proposals not meeting the Basic Requirements (non-compliance) will not be processed further beyond this stage.

1.31.2 Evaluation of Technical bids

The evaluation of the Technical bids will be carried out in the following manner:

The bidders' technical solutions proposed in the bid document are evaluated as per the technical evaluation parameters specified in Section 5 of this Volume.

Proposal Presentations: The BBMP may in its discretion invite bidders to make a presentation to the BBMP at a date, time and location determined by the BBMP before opening of bids. The purpose of such presentations would be to allow the bidders to present their proposed solutions to the BBMP committee and the key points in their bids.

BBMP (directly or through appointing a Committee for evaluation) may seek clarifications from the bidders. The primary function of clarifications in the evaluation

process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its bid. The BBMP or the Committee may seek inputs from their professional, technical faculties in the evaluation process. All clarifications by the bidders will have to be formal and binding on them for performance.

The bidders who qualify in Technical evaluation, only their respective commercial bids will be opened and evaluated.

1.31.3 Evaluation of Commercial bids

The Commercial Bids of the technically qualified bidders will be evaluated as per the evaluation criteria mentioned below:

The bidder who bid lowest months including construction period of 9 months for work of Skywalk will be awarded the work after due approvals from competent authority. (If there is delay in construction of skywalk due to fault of BBMP, then such a period will be additionally given. The BBMP alone reserves the right to declare that any delay in construction is attributed to the BBMP and shall not count towards the concession period. Provided that in case construction is not completed for any reason beyond two years from the date of signing of the agreement then the contract shall automatically be terminated.).

1.32 Final Evaluation

Such of those bids which have passed the threshold technical score would only be subject to financial evaluation. The final evaluation would be based on the ranking of the bids subject to commercial scores only.

- **Award of Contract**

1.33 Award Criteria

The Chief Commissioner, BBMP and its delegated authority reserve the right to negotiate with the bidder (s) whose bid have been ranked first/lowest for each of the work by the committee on the basis of best period to the Skywalk project. If BBMP is unable to finalize a Contract with the bidders ranked first among each work, BBMP may proceed to the next ranked bidder in that work, and so on until a contract is awarded. BBMP reserves the right to present a Contract to the bidder selected for negotiations.

BBMP will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the least period/ duration proposal (a proposal which qualifies in all the three evaluation stages and proves to be the best commercial quote in terms of the least number of months for the Concession Period), provided further that the bidder has demonstrated that it is qualified to perform services required for the Skywalks project satisfactorily.

1.34 BBMP's right to accept any Proposal and to reject any or All Proposals

BBMP reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for BBMP's action.

1.35 Notification of Award

Prior to the expiration of the bid validity period, the BBMP will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that the BBMP has accepted its bid. The notification of award will constitute the formation of the Contract. Upon the successful bidder's furnishing of performance security, the BBMP will promptly notify each unsuccessful bidder in the respective categories.

1.36 Signing of Contract

At the same time as BBMP notifies the successful bidder that its proposal has been accepted, the BBMP shall enter into a separate Contract, incorporating all agreements (to be discussed and agreed upon separately) between the BBMP and the successful bidders. The procurement policy of BBMP subject to the laws of Karnataka will govern the terms and provisions of the Contract. Such agreements shall cover, in detail aspects/terms of the contract such as:

Effective Date and Term
Performance security
Warranty
Payment
Prices
Assignment
Sub-contracts
Liquidated damages
Applicable law
Notices
Change orders
Taxes and duties
Confidentiality
Arbitration and Dispute Resolution
Force Majeure
Termination and Consequences of Termination
Limitation of liability
Technical Documentation

Project Management
Bidder's obligations
BBMP's Obligations

1.37 Performance Bank Guarantee

The successful bidder shall at his own expense provide the BBMP, **within fifteen (15) working days of the date of notice of award of the contract** or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) of Rupees 25.00 lakhs from a Nationalized bank infavour of "Chief Commissioner, BBMP", payable on demand, for the due performance and fulfillment of the Contract by the bidder.

The bank guarantee will be returned after successful completion of the concession period of the project.

All incidental charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder. The performance bank guarantee shall be valid for one year from the award of work or till the end of the concession period of the project. However, no interest shall be payable on the performance bank guarantee by BBMP.

In the event of the bidder being unable to service the Contract for whatever reason, the BBMP would invoke the performance bank guarantee. Notwithstanding and without prejudice to any rights whatsoever of the BBMP under the Contract in the matter, the proceeds of the performance bank guarantee shall be payable to the BBMP as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the Contract. The BBMP shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.

1.38 Operation & Maintenance

The bidder shall submit a comprehensive operation and maintenance plan for project duration and duly approved by BBMP before requesting for commercial operation, i.e. commercial operation day

Bidder shall also provide complete maintenance support for all the Skywalk components as outlined in this RFP for the entire project duration

During the O&M period, the bidder warrants that the goods supplied under the contract are new, unused, of the most recent technology model and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The bidder further warrants that the goods supplied under this Contract shall have no defects arising from design, materials or workmanship.

The BBMP shall promptly notify successful bidder in writing of any claims arising during the O&M period. Upon receipt of such notice, the bidder shall, within a reasonable period and with all reasonable speed, repair or replace the defective systems, without costs to the BBMP and within time specified and acceptable to the BBMP.

If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the Contract, the BBMP may proceed to take such reasonable remedial action as may be necessary, including forfeiture of the Performance Bank Guaranteee – in part or full, at the successful bidder's risk and expense and without prejudice to any other rights, which the BBMP may have against the bidder under the contract.

During the O & M period, the Concessionaire would ensure proper working of the system to deliver the service levels indicated in the service level agreement either directly or through a sub-contractor.

The successful bidder hereby warrants the BBMP that:

The implemented Skywalks represents a complete, integrated solution meeting all the requirements as outlined in the RFP and further amendments if any, and provides the functionality and performance, as per the terms and conditions specified in the Contract..

The implemented Skywalks will achieve parameters delineated in the technical specification/ requirement and shall be appropriately integrated to meet the Skywalks project requirements.

The successful bidder will be responsible for warranty services from subcontracted third party producers

1.39 Failure to agree with the Terms & Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award including forfeiture of the Performance Bank Guarantee, in which event the BBMP will call for new bids.

- **Technical Evaluation Parameters**

1.40 Infrastructure projects

The past performance of the bidder in successfully designing, construction, operation & maintaining similar nature of projects, comparable to the scope and magnitude of coverage, in terms of quality of work and compliance with performance schedules.

On time completion of similar projects in India.

Successful experience in operation and maintenance of similar projects which are in existence either directly or through sub-contracting for a period of at least one year

1.41 Demonstrated level of understanding of Skywalks

Understanding of overall concept and design

Conformity to local laws and regulations

Meeting the standards as in RFP

Acceptability of structural design

Demonstration of a quality assurance program with emphasis on pedestrian service and improvements Reflection of actual ground level data as existing at chosen sites for the

Skywalks Other Public Utility proposed

1.42 Design of the proposed Skywalks

Concept design and drawings

Health & safety considerations

Use of failsafe mechanisms

Selection of suppliers and sub-contractors

Selection of sub-systems, components and material

Use of indigenous material and standard components

Selection of leading brands for lifts and escalators

Note: A PPT presentation to be made before the tender approval committee to establish these points with sufficient emphasis on capabilities of carrying out sky walk works if required by BBMP.

1.43 Project Schedule & Plan

Is the overall plan in conformance with the schedule requirements?

All the risks of schedule overruns mitigated properly?

Plan for coordination with other stakeholders during the construction phase (traffic police, utility companies)

Note: Only undertaking is required to be submitted if asked.

1.44 Proposed manpower for Skywalks Project

Level of skills & experience of personnel

Certifications relevant to the role described of the personnel deputed for the Skywalks project

Relevance of experience of the individual to the Skywalks Project.

Whether the number of personnel with the required skill sets indicated in the RFP are available and are offered to Skywalks Project

Training programme for the personnel deployed for construction and O&M

Number of Concessionaire s and security personnel to be deployed at site

Note: All applicable documents are to be submitted to the satisfactory of the tender approval committee.

1.45 Proposed plan for O & M

Detailed plan for O&M

Identification of sub-contractors, if any

Plan to keep spares and annual maintenance contract for products and services

Plan to conform to service levels

Corrective measures to improve customer satisfaction during the Operation & Maintenance phase.

Number of Concessionaire s and security personnel to be deployed at site

Timelines for repairs and attending problems

Providing dedicated toll free number for complaints

Maintaining complaint register, log book, duty register, etc.

VOLUME-2

TECHNICAL REQUIREMENTS & SPECIFICATIONS

- **Introduction**

Bruhat Bengaluru Mahanagara Palike (BBMP) proposes to take up the establishment of state of the art Skywalks at various identified locations in Bengaluru where the intensity of the pedestrian crossing has increased significantly and there is requirement of augmentation of capacity for safe and efficient means to cross over roads especially at junctions in multiple directions.

BBMP intends to take up this work on Design, Build, finance, Operate and Transfer (DBFOT) basis. The Skywalk locations are primarily junctions/mid blocks with prominent properties on either side warranting pedestrian cross over. The Skywalks shall be designed in such a way to ensure safe and effective pedestrian crossing across the major corridors in BBMP.

BBMP will be the employer for the complete management of Skywalks during the process of bidding, award, design approval, construction and thereafter for the contract management. However, BBMP can appoint external agency for monitoring the designs, works, operation and maintenance of the work at its discretion.

1.46 Objective

The primary objective of construction of Skywalk is to provide pedestrian crossing facility at the busy intersections of the road and at mid blocks of major roads for safe and convenient crossing. The skywalk should serve as feeder/ dispersal from either side of the road corridors. The structures should cater to basic features for pedestrian movement. The structure should also provide mechanized / automatic movement features for ascending/descending by way of lift and with or without escalators (as per requirement) so as to increase the potential usage of the structures. The structures shall also be protected from the environment factors like sun light / dust / heat / rains etc.

Preference will be given to such designs incorporating the above features in innovative manner using steel / pre-engineered /composite structures adding aesthetics to the scheme. The Concessionaire shall construct structurally sound and aesthetically appealing facilities as per plans approved by BBMP. However, in areas where deviations are necessitated due to space or location constraints, BBMP shall consider permitting such variations with approval from the Chief Commissioner after due technical justification from the Engineer in Charge of work and the Recommendation of the Chief Engineer. The requisite services as may be essential from the users' points of view would be provided by the Concessionaire

1.47 Features

Preparation of detailed Designs for skywalks for the selected locations taking care of the existing site conditions, environment and community demand.

The skywalks designs shall meet the functional and material specifications prescribed by BBMP and relevant codal provisions.

Construction of skywalks with all essential facility at location and designs approved by BBMP in respective corridors.

The lifts and escalators shall work under all environmental conditions including dry heat, dusty atmosphere, rains and existing site features

The design shall incorporate formation of queues and their management in an effective manner

The revenue generation from the Skywalks shall primarily be from Advertisements displayed on the Skywalks cross over. The selected bidder shall put static advertisement with the approved cloth by BBMP. No digital or light emitting displays are allowed at any circumstances.

The type, manner and display of advertisements shall conform to existing and amended rules and regulations governing such advertisements and shall be duly got approved by BBMP. The bidder shall pay ground rent, advertisement tax and all other applicable taxes to BBMP on time.

1.48 Scope of Work

Prospective bidders are required to develop architectural & engineering designs of the structures proposed based on the requirements provided by BBMP. The designs shall comply with all the relevant codes of BIS and the IRC guidelines for Pedestrian facilities in urban areas.

The designs and drawings will be proof checked by a review consultant appointed by BBMP and the expenditure of such consultant shall be borne by the bidder. The acceptance of design criteria shall be an important criterion for the selection of bidders for further evaluation.

Preparation of location specific Designs & Engineering Drawings of all skywalks with lifts and with or without escalators and staircase suitable to the site conditions, existing environment, road width, existing/proposed structures on the road and design specifications prescribed by BBMP.

Obtaining necessary approvals for the construction of the skywalks including traffic diversion and temporary rearrangement of road furniture, shifting of utilities with necessary approvals, Operation & Maintenance.

The essential services for users to be provided by the Concessionaire like free movement, clean environment and swift cross over (minimal waiting time)

The time is the essence of this project and the timely completion of the assigned Skywalks itself is the part of the scope of the work and failure to do so shall be treated as failure to deliver the Scope of Work and contract shall be cancelled.

1.49 Advertisement on Skywalks

The successful bidder shall obey the clauses specified in volume – 2. The Concessionaire shall comply with the directions/instructions of the BBMP in respect of the said arrangement.

The Concessionaire is permitted to put up advertisements in conformity and due compliance with the Advertisement Bye Laws as applicable from time to time. In this regard the advertisements shall be of preferably mesh vinyl.

However, no advertisement/panel or any obstruction shall be made in bottom 1 m of the walkway portion of the skywalk on both sides. (This 1 m clearance is required for safety purpose so that there is a clear visibility available in this 1 m strip).

The concession period is as period quoted by the Concessionaire from the date of issue of Work order of skywalk. The construction period shall be 09 months (2 months for submission proof checked structural drawings + 7 months for the execution of structure) from the date of award of work for each location.

Ground rent (which is payable in addition to the Advertisement Fee and other statutory levies) shall be Rs. 39,50,640.00 and shall be increased by 5% annually starting from 6th year. And the period of operation shall be as per Commercial bid quoted by the bidder in terms of months. The bidder who quotes minimum period including construction period

for the said location shall be considered L1 (lowest bidder) for approval.

Following is the detail of skywalk for which tender is called

Sl. No	Name of the Work	Cost of tender form in Rs.	EMD Rs. In Lakhs	Period of completion
1	"Construction of skywalks under PPP Model on Design, Build, Finance, Operate and Transfer (DBFOT) based on "Dynamic Duration" model under Commercial Advertisement rights at Mysore Road connecting Deepanjalinagara Bus Depo to Ranganatha Colony"	As per KPP Portal	4.00	09 months (including monsoon season)

The Ground Rent cum Concession Fee will begin from the date of issue of work order of skywalk and should be paid in advance every year within 15 (fifteen) days from the date of receipt of demand notice from **BBMP Advertisement Department.**

This Concession fee would be increased by 5% every year till the end as period quoted by the Concessionaire commencing from 6th year.

The Ground Rent cum Concession Fee for the first year should be paid immediately after receiving the work order from the BBMP but not later than 15 days from the date of issue of the work order.

NOTE: It is again clarified that the Advertisement Fees and other statutory payments shall be in addition to the Ground Rent cum Concession Fee.

Concessionaire shall obey the advertisement bye laws, as applicable from time to time, which is part and parcel of the RFP document. The bidders must note that any revision of advertisement tax or updation or modification of the said policy occurring in the future will also be binding upon the bidder as part of the tender document. The successful bidder should pay the statutory advertisement tax or any fee as mentioned in the advertisement by laws to the concerned department/authority.

All expenses connected with setting up, alterations and removal of advertisement and maintenance of advertisements etc., if any shall be borne by the Concessionaire. The Concessionaire should attend the complaints pertaining to the advertisement provided on Skywalks with lifts and with or without escalator in respect of any violations within 7 days from the receipt of such letter issued to them from time to time by BBMP.

1.50 Maintenance & Erection of Advertisement:

The Concessionaire shall bear all costs incurred for display of advertisement on Skywalk and shall carry out the work of fixing and removing the same in a careful manner without doing any damage to the Skywalk and the adjoining property. If any damage is caused to

the adjacent properties either public or private, it shall be made good by the Concessionaire at its own cost to the entire satisfaction of BBMP and the bidder must indemnify BBMP on such losses or damages. The Concessionaire shall maintain the advertisement along with the frame work, if any, in good condition and likewise ensure that the display of advertisement thereon is in a proper and perfect condition.

While the advertisements are being fixed or removed or re-fixed by the Concessionaire, it shall take all necessary safety precautions and if any damage is caused to or is suffered by a person or property of the BBMP or by any third party due to any cause whatsoever, the Concessionaire shall be solely responsible for compensation or damage to the BBMP 's property or the third party as the case may be and the Concessionaire shall indemnify and keep the BBMP indemnified in respect of any claim made there under.

The Concessionaire shall not carry out any addition or alteration to the structure unless it is approved by BBMP in writing.

SPECIFICATIONS AND STANDARDS

- **The skywalk shall be** constructed as per the Concessionaire's drawings which are scrutinized and approved by BBMP either with or without modifications.

- All the structural members/ reinforcement of the Skywalks shall have anticorrosive coating of poly urea/ or with specifications.

- The Covering of the roof shall be made of multi-walled Polycarbonate sheets of not less than 10 mm thick, color to be got approved. The fixing to be done in a manner so as to make the roof leak proof.

- Entire color scheme and samples of the materials shall be got approved prior to use in the construction of Skywalks.

- The specifications adopted for design parameters shall be in confirmation with BIS codes and relevant Indian Road Congress Guidelines. The manufacturer's warranty of the materials used shall be as per standards. The warranty for material and design shall be in the joint names of the Concessionaire and BBMP.

- The minimum clear width of skywalk between the inner walls shall be 3.5 meters.

- The minimum clear height between the flooring and the ceiling shall be 3.5 meters.

- The bidders are encouraged to use solar system for power.

- The construction shall be carried out by Concessionaire by approved contractors with terms and conditions similar to the agreement between BBMP and the concessionaire

- In case of substandard / defective material is used the same shall be replaced by the Concessionaire at its own cost. Technical disputes such as this shall be referred to a technical committee and the decision of the committee shall be binding on the Concessionaire.

- The flooring should be of chequered FRP anti-skid tiles of approved make and colors.

- The Concessionaire shall not display or exhibit any picture, poster, statue or other articles in any part of the premises that are repugnant to the general standards of morality. The Concessionaire expressly agrees that the decision of the BBMP in this regard shall be final and binding.

- At the entrance of lifts or at with or without escalator or at prominent visible location inside premises some important telephone numbers like Ambulance, CATS, nearby Hospital, nearby Police Station, Traffic Police and BBMP

Helpline, Control room No's etc. and other help line numbers should be written & well illuminated.

- Front Facade - At the centre the name of the particular skywalk along with BBMP logo in prominent size should be earmarked.

- Back Face – BBMP approved social message or other messages related to NMT should be written which shall keep on changing from time to time as per the direction of BBMP.

- The railing pipe of staircase shall be preferably coated with tough plastic to bear with variation in the high/low temperature. The entire structure and the materials used shall be fire retardant and child safe and disabled friendly.

- The minimum ground clearance from the carriageway should be 5.5 meters.

- The minimum live load of 500 kg's per square meter should be considered on sky walk and also consider for any impact loads as per codal provisions.

- The sizes of skywalk at a particular junction shall be in conjunction with total pedestrian traffic intensity / density projections which has to be done by the Concessionaire and got it approved by BBMP.

- The capacity of lifts should have minimum load carrying capacity equivalent to 16 persons and should have adequate power backup by way of DG set in case of emergencies.

- The minimum width of escalator shall be 1.0 m and a minimum speed of 0.5 m/s and should have adequate power backup by way of DG set in case of emergencies.

- The length of the Skywalk shall be planned for the ultimate future width of the road where ever road widening is proposed. Therefore the agencies should interact with the field engineers of BBMP who would approve the location and indicate marking of locations on the ground before commencement of the work.

- The walkway and approach staircase should be well ventilated and if required forced ventilation shall be provided.

- Lifts or Escalators shall be of approved make & design and of reputed companies as per standard DIN 934, ISO 4032, IS 1364, BS 1083 / BS 5750, ISO 9001 / ISO 8191 / IS 3614, ISO 834, BS 476, DIN 4102.

- Any Delay in service by AMC would be the responsibility of the Concessionaire and would be viewed seriously as it involves public convenience. Penalty at the rate of Rs 5,000 per day of delay shall be levied if the time taken to rectify the fault exceeds 24 hours.

- Lifts or Escalator Maintenance works etc and the skywalk maintenance should be carried out only during nights so that service to public is not hindered.

- Defective lift or escalators must be replaced at the instance of BBMP inspection reports.

- The Concessionaire should keep all emergency needs in readiness for running of the lift or escalators including rescue operation system in position etc., with necessary Telephones lines, their numbers well displayed. Lift or Escalator mechanics should be at a telephone call distance to attend on propriety whenever the need arises.

- For each location, lift or escalator mechanic with adequate and necessary tools and equipment should be available on duty from 6.00 AM to 10.00 PM and each lift or escalator shall have Concessionaire from 6.00 AM to 10.00 PM

- Aesthetically designed chain link or weld mesh or glass or acyclic Barricades shall be provided around the base of the escalators to prevent people from going under them.

- Proper ventilation should be provided inside the lift or escalators to prevent suffocation.

- To the extent possible, all the lifts or escalators shall be capable to work on 24X7 basis. However to ensure proper up keep, in any month, only one lift or escalator is permitted to be closed for only one day for maintenance and repairs etc.

- The bidders shall study the prevailing field conditions like presence of utility pipes like water supply, UGD, electric and telephone cables, OFC cables etc. and shall plan for shifting of the same at their own cost. BBMP shall only issue letters to the utility departments as and when required by the agencies. Necessary fee deposits and follow up and physical shifting etc shall be the sole responsibility of the Concessionaire.

- The lift or escalators provided are strictly meant only for the pedestrian crossing and shall not be used for any purpose other than road crossing. If the Concessionaire requires any lift and escalator for any other need or for any of their other uses, they may plan to provide exclusive lift and escalators for their use.

- The advertising shall be on the Side panel (along the walk way) only. No advertisement shall appear in any other place of the Skywalk system.

- The height of top panel shall be maximum 3 mts and the width to correspond to carriage width. However, the bottom 1 m of the top panel on both sides shall be free from advertisement so that this space is visible for safety purposes.

- The display of advertisement shall not obstruct the visibility of pedestrian walking.

- The width of lift and escalators and the supports shall be less than 2.5 Mtr. So that at least 1 Mtr. width is available for people who may like to walk beside the lift and escalators on the footpath.

- Wherever escalators are provided necessary sheeting of roof and side portion to be done such that no dust and rain enter inside .escalators are well protected and also do not cause disturbance to public.

- The locations where lifts and Escalators are provided have to be of Standard make of International reputation such as make of Schindler, ThyssenKrupp, Otis, KONE, etc., and should be got approved before erection

- The lifts shall have following additional features other than stated above:

- Lifts shall have mechanism to provide Data logging of the lifts to keep an account as well as to monitor the number of travelers per day ,time taken for travel, breakdown details etc.

- CCTV shall be fitted in lifts and walkway for recording the behavior of passengers/happenings inside the lift with one week's storage facility to ensure safety and security of the passengers.

- Lifts shall have gadgets which would not only records the breakdown details and log them etc but also take care of such arrangements that whenever needed either in the event of breakdown or for emergent safety reasons by the press of a button placed inside the lift ,mechanic gets an instant alarm on his mobile about the complaint or breakdown or other safety related complaints.

- Lifts shall be so designed that they are always secured from water logging, flooding etc., even up to a height of 3.0 mtr. above ground level.

- In the event of power failure, back up in the form of generator is provided and in the event of failure of a generator, further redundancy provision is also provided.

- The median and sidewalks shall be improved by providing paving tiles, kerbs, as per applicable standards and will be provided with pedestrian guard rails for a length of 100 m on either side of the skywalk. The guard rails are to be provided as per the approved designs of BBMP and meeting the relevant standards.

8. MINIMUM MAINTENANCE REQUIREMENTS

- All Skywalk and surrounding areas are to be kept clean at all times. The litter bins should not be overflowing at any time and disposal of garbage to be arranged to as required.

- The advertisement panels to be kept clean from dust stains etc. at all times. It is to be ensured that posters etc. are not pasted on any of the panels and on structural part of Skywalk.

- No leakage from roof to be permitted.

- Proper drainage should be maintained and no accumulation of water, liquid etc. is allowed at any time.

- The lighting arrangement at the sky walk should be functional at all times. Electrical safety is to be ensured for users as well as concessionaire's staff as per IRC guidelines for Subways and Pedestrian bridges.

- All structural members, arrangements and advertisement panels are to be periodically inspected and maintained in good condition as per the maintenance manual.

- Broken floor tiles / other members are to be replaced within 3 days of such event. For this purpose it is advised that the concessionaire maintains a minimum inventory of similar tiles to his store.

- The staff provided at the skywalk should be literate and courteous toward the users and assist handicapped and old age users. All labors losses shall be followed like PF, ES, And Minimum wages etc. Uniform should be provided for all the employees working at skywalks.

- The flower plants and shrubs are to be maintained and watered regularly and the wastes to be disposed off.

- Security of all assets to be ensured by the staff posted at all Skywalk.

- The advertisements on panels to be changed during off peak period - preferably during night hours.

- Services to be provided

- Water Supply: The Concessionaire shall ensure adequate water for general cleanliness of the Skywalks.

- Electricity Supply: The Concessionaire shall ensure adequate electricity supply for proper lighting inside the Skywalk, lifts, escalators and advertisements.

- Landscaping: The Concessionaire shall put flowering plants and other shrubs around each skywalk to an extent of 25 mts. on both sides as per the approval of the BBMP and maintain the same in good condition at all times.

- Cleaning of the skywalk: The Concessionaire shall ensure minimum daily cleaning of the skywalk and no litter shall be allowed.

- Garbage Disposal: The Concessionaire shall install litterbins as specified near the Skywalk and disposal of the collected waste shall be the responsibility of the Concessionaire.

- Safety & Security: The safety and security of the Skywalk rests with the Concessionaire. The Concessionaire shall maintain security personnel, gadgets and required as part of the maintenance services.

- Other Facilities: The Concessionaire can construct / provide structurally sound and aesthetically appealing passenger facilities such as card / coin public phone, tea / coffee vending machines, and magazine / newspaper dispenser as per plans approved by the BBMP. However, in areas where deviations are necessitated due to space or location constraints, the BBMP shall consider permitting such variations with prior approval BBMP.

- Fire and safety: The Concessionaire shall take all the necessary steps and install required firefighting equipment and maintain them also during concession period.

VOLUME-3

COMMERCIAL SPECIFICATIONS

Bidding specifications

A total of 2 Locations individually are being implemented under this RFP document as mentioned in table of IFT of this tender document. Each prospective bidder can submit tenders for each location or for all locations individually as per section 2 with separate proposal and necessary bid security for each Location. The award will be made to the lowest bidder for each location or maximum benefit to BBMP. The agencies have to show their capabilities for each of the location separately both Technical and Financial as indicated in Volume 2 and Volume 3.

The award of number of location to each successful bidder depends upon the bidder meeting the required tender capacity. If the bidder has participated in more than one location and if his tender capacity fulfills for only one location, then the BBMP will have the right to award one location that gives highest benefit to BBMP

Bidders are encouraged and urged to verify the revenue potential and arrive at their own assessment before submission of bids.

The term of the concession is determined as period quoted by the Concessionaire from the Date of award of work excluding construction period, the **construction period shall be 9 months for** each location which includes **designs, obtaining approvals, construction and completion**. The Commercial Operation is deemed to be effective when all the works are completed in all respects including obtaining necessary statutory approvals and certified after a test run. BBMP and or its nominated agency will conduct the inspection of specifications and construction aspects followed by the concessioner. The successful completion of each skywalk with a Completion Certificate Report by BBMP for each location would signify the Commencement of Commercial Operation. The Date of Commercial Operation for each location would be indicated in the formal certificate that would be issued by BBMP upon successful completion. The Commercial Operation Date shall correspond to the date when pedestrians start using the walkway and all advertisements must be put up and displayed only after the Commercial Operation Date.

NOC for Commercial operation can be issued by BBMP in case the concessionaire has completed the work in all respects to the Satisfaction of the Client. In case the concessionaire fails to complete the said work, *then a penalty of Rs. 1 lakh per month for each* non completed location will be levied till NOC is obtained for a particular location.

The bidders must make available the certificates and warranties provided by the equipment suppliers along with their commitment to provide annual maintenance contract for the entre concession period. Commitment to supply spares and upgrades should also form part of the documents to be provided by the equipment suppliers. Bidders must obtain a secured contract for the maintenance of lifts and escalators and other critical

equipment in the Skywalks system for a minimum period of three years initially and in three years blocks thereafter, and enclose the same with the contract to be entered between BBMP and the Concessionaire.

Putting up of advertisements must comply with the advertisement byelaws issued by BBMP and or any other appropriate agency. Neither special concession nor exemption from compliance to rules and regulations would be provided to boost the revenue earning potential.

Failure to operate and maintain the Skywalk in entirety would entail the Contract to become defunct and liable for termination at risk and cost. Under no circumstance would the Concessionaire would be allowed to carry on the business of using advertisement space for hoarding if the Skywalk for use by pedestrians get affected. The right to use and the Concession to display advertisements would be liable for termination if and when the Skywalk project through use of lift and escalators becomes malfunctioned and or non-functional.

Financing

Financing of the project is entirely the responsibility of the bidder who is selected based on the bidding process. Bidders must indicate the funding mechanism proposed in the bid itself and later keep BBMP informed of the actual funding pattern. Failure to inform BBMP within a reasonable time would be deemed to be a breach of contract. BBMP would not provide for any guarantee or any other document that may be required by the financial institution of the bidders. Bidders should seek funding based on the strength of the contract entered between BBMP and the Concessionaire.

Establishment of economic and commercial viability of the project is entirely the responsibility of the bidder. Though the determination of capital cost and operating costs fall under the purview of the Concessionaire, BBMP may seek clarifications to justify such costs since in the event the Contract is terminated BBMP would have to take recourse to the assets and assign them to other Concessionaire's.

Revenue Model

The bidders shall submit for each of the location for which they are submitting offers a revenue model showing the year wise revenue potential – from advertisements and other commercial activities and expenses towards operation, maintenance, administrative machinery, financial charges, taxes, rentals, depreciation etc. The revenue model should also provide details of capital expenditure and operational expenses for period quoted by the Concessionaire comprising the construction period and a Commercial Operation period. The model shall indicate the committed payments by the Concessionaire to BBMP as concession fee on a yearly basis (Concession Fee) plus the Advertisement Fees and other statutory payments during the Concession period of period quoted by the Concessionaire. The Ground Rent cum-Concession and the Advertisement Fees shall be payable on a yearly basis to BBMP on a committed payment basis and not on the actual performance of the Concessionaire and payment shall happen in advance for each financial year within 15th April failing which the Concessionaire shall be treated to be in default and liable for cancellation of the contract apart from forfeiture of the PBG and

black-listing. Thus the risk of realizing less or more revenue and incurring of less or more costs would be that of the Concessionaire exclusively. The assumptions for estimating each line item of the revenue model shall be indicated in the offer. The revenue model after negotiation shall form part of the Contract to be entered in to between BBMP and the Concessionaire and shall be a binding document.

Revenue Model would be the key evaluation criterion for each of the packages submitted. A bid that provides the lowest Concession Period to BBMP in terms of concession payments would be rated as the LOWEST BIDDER in the commercial evaluation. Commercial evaluation would be carried out for each location independently and would summed up as per Commercial Bid in this regard

The attachement required to be annexed with the Commercial Bid must be filled up and submitted right after opening of the COMMERCIAL BIDs of the technically qualified bidders and shall constitute one of the criteria to evaluate the viability of the proposal of the bidder.

Implementation Schedule

The bidders shall submit a detailed implementation schedule for carrying out each of the locations clearly indicating the activities and the scheduled date of completion with indicative commitment of resources. The Schedule shall be detailed for each site with a time table. Implementation Schedule would be one of the aspects on which the bid would be evaluated for selection. Implementation Schedule once negotiated and agreed would form part of the Contract to be entered in to between the Concessionaire and BBMP.

Contract Terms

The Contract to be entered in to between the Concessionaire and BBMP shall include the following clauses:

Effective Date and Term

Performance security

Warranty

Payment

Prices

Assignment

Sub-contracts

Liquidated damages

Applicable law

Notices

Change orders, scope changes

Taxes and duties

Confidentiality

Arbitration and Dispute Resolution

Force Majeure

Termination and Consequences of Termination

Limitation of liability

Technical Documentation

Project Management

Bidder's obligations

BBMP’s Obligations

The content of the Contract would be based on the standard terms and conditions for contract award practiced by BBMP for such concession contracts. More specifically the important aspects of the proposed Contract are detailed below:

The Concessionaire shall complete the construction as per the agreed implementation schedule. Any delay in completion and commencement of Commercial Operation shall entail the Concessionaire to pay liquidated damages at the rate of Rs 1.0 Lakh per month of delay for each location reckoned from the date of scheduled date of completion of construction. Additionally, it would be counted towards the Concession Period unless BBMP takes the responsibility for the delay and condones it. Provided under no circumstances the construction period shall be allowed beyond 2-years from the date of signing of the Agreement. Any Skywalk remaining unconstructed and uncommissioned shall stand automatically terminated with NIL cost and liability of the BBMP whatsoever in this regard even if part execution has happened on the site. The Concessionaire shall be at liberty to remove such incomplete structures and take them with no claim or cost to the BBMP.

BBMP and or its nominated agencies shall have access to the premises at all times for the purpose of inspection and performance measurement. The Concessionaire shall maintain a log of books recording the performance and up time of individual components of the Skywalk system. The Concessionaire shall also obtain periodic compliance certificates from appropriate authorities for advertisements, hoardings and any other commercial activity. These shall be submitted to BBMP for scrutiny and records periodically.

The Concessionaire shall only have the right to use the site earmarked for the Skywalks project and shall not use the site for any other purpose.

The Concessionaire shall submit monthly progress reports to BBMP in respect of progress of work vis-à-vis the implementation schedule agreed in the Contract. The Concessionaire shall highlight the major issues and the impact of the same on completion time and the remedial measures taken to complete the project within the scheduled time.

The Concessionaire and BBMP should use reasonable efforts to resolve all disagreements or the disputes arising between them under the Contract or in connection with it by means of direct negotiations. If any dispute remains unresolved for a period more than one month then it shall be referred to the process of Arbitration as envisaged in the Contract.

Consistent non-performance and under performance by the Concessionaire with respect to identified performance indicators would be deemed as a breach of Contract and repetitive breaches would entail the Contract liable for termination.

The Concessionaire shall carry out repair work with respect to lifts and escalators and or other equipment that impairs the service of Skywalk system promptly and in no case should the lifts and escalators be unavailable for more than 4 hours on any day during the year.

All lifts and escalators should be functioning normally at all times. Preventive maintenance can be undertaken during the night time for all the lifts and escalators.

Under no circumstances shall all the lifts and escalators can become non-functional and the Concessionaire shall design and ensure availability of lift and escalators in such a manner. Also delay in repair will attract penalty as per section 7.

The Concessionaire shall obtain prior approval of BBMP while engaging the services of Contractors and sub-contractors to ensure compliance to Standard Procedures for such engagements.

The Concessionaire shall designate a Project Manager for each location and a coordinator in case there are more than one location, the Project Manager or coordinator shall be the designated person to deal with BBMP during the construction phase as well as the Operation & Maintenance phase. The lifts and escalator Concessionaire s engaged by the Concessionaire shall comply with the necessary safety and security guidelines.

The Concessionaire shall obtain and maintain insurance of all the assets and personnel at all times during the concession period. BBMP shall be termed as co-beneficiary in all the insurance policies taken by the Concessionaire.

Lifts or Escalator Concessionaire s should be available as and when required. Security personnel must be available on the 24x7 basis.

The Agency shall pay Concession fee (concession payments) in advance every year as per prevailing Advertisement bye laws or as per modified/updated policy during the concession period. Failure to make the concession payments as per agreed schedule would entail the Contract to be terminated with damages recoverable from the Concessionaire.

The Concessionaire shall hand over the assets at the end of the concession period in a good working condition along with spares and other contracts to continue the operation and maintenance.

VOLUME-4

FORMS FOR BID SUBMISSION

Annexure 1: Technical Proposal Forms as uploaded in KPP portal

Annexure -2: QUALIFICATION INFORMATION (Financial)

The information to be filled in by the

1.1 Constitution or legal status of Bidder [Attach copy]

Place of Registration _____

(Attach Copy)

Principal place of business: _____

1.1 Financial turn over during

Year	In Rs. Lakhs
2019-20	
2020-21	
2021-22	
2022-23	
2023-24	

1.2 Work performed as Prime Concessionaire (in the same name) on works of similar nature over during the five years

Project Name	Name of Employer	Description of Work	Contract Number	Value of work Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of Actual date of	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.3 Bidders liquid assets/availability of credit facilities

Annexure 3: Commercial Proposal Form (pl. see in KPP portal)

Annexure 4: Details of experience in similar projects

To be furnished for each of the relevant and similar projects executed by the bidder – please do not mention on-going or incomplete projects here.

Sl No	Name of the project	Client details	Value of the project	Type of contract – Turn key/ BOOT/ BOT/ DBFOT etc	Status of the project – timely completion / cost over runs / meeting the design objectives

Annexure 5: Format for Providing Previous General Experience

Sl No	Name of the project	Client details	Value of the project	Status of the project – timely completion / cost over runs / meeting the design objectives

Annexure 6: Format for Statement of Deviation(s) from Scheduled Requirements

SI. No.	Reference of Clause No. & Page No.	Deviation in the proposal	Brief reasons

Annexure 7: Request for Clarifications (RFC)

Bidders requiring specific points of clarification may communicate with BBMP during the specified period indicated in the RFP using the following format.

Bruhat Bengaluru Mahanagara Palike			
Bidders' Request for Clarification			
Name of the bidder submitting the request		Full formal address of the bidder including contact details	
Sl. No	RFP Reference Volume/Section/Page	Content of RFP requiring clarification	Point of clarification required
1			
2			
3			
4			
5			

Annexure 8: Design of the Proposed Skywalks with lifts and with or without escalator and staircase on both sides

Please provide the following in detail for the proposed skywalk:

Concept design and drawings

Health & safety considerations

Use of failsafe mechanisms

Selection of suppliers and sub-contractors

Selection of sub-systems, components and material

Use of indigenous material and standard components

Annexure 9: Methodology & approach (level of understanding of the RFP)

Understanding of overall concept and design
Conformity to local laws and regulations

Meeting the standards as in RFP

Acceptability of structural design

Demonstration of a quality assurance program with emphasis on pedestrian service and improvements

Reflection of actual ground level data as existing at chosen sites for the Skywalks with lift and with or without escalator and staircase on both sides

Annexure 10: Implementation schedule and plan

Bidders should provide the following details in respect of the implementation schedule:

Gantt chart

Critical Activities

Resource requirements

Annexure 11: Manpower Details during construction and O&M

Bidders to provide the details of the following to establish credibility for project management and operation and maintenance

Organization chart

Details of manpower to be deployed

CVs of key personnel

Annexure 12: Bid Security (EMD) (as per KPP portal)

Annexure 13: Format for Commercial Bid – each Location (as per KPP portal)

Sl. No	Name of Location	No of Skywalk	No of Month of concession period quoted / offered
1	"Construction of skywalks under PPP Model on Design, Build, Finance, Operate and Transfer (DBFOT) based on "Dynamic Duration" model under Commercial Advertisement rights at Mysore Road connecting Deepanjalinagara Bus Depo to Ranganatha Colony"	1	

Note:

1. The successful bidder should pay all statutory taxes to Central, State, local bodies etc., such as advertisement tax, GST, etc whoever is applicable in addition to the Concession fee to the BBMP.

2. The details of payment to be made to BBMP compulsorily annually before the start of the year is as below as Ground Rent cum Concession Fee:

Sl No	Location	Total Base Price in Rs	Incremental increase in %
1	Mysore Road connecting Deepanjalinagara Bus Depo to Ranganatha Colony	39,50,640.00	5% per annum commencing from 6th year onwards

NOTE: The Advertisement Fees and other statutory payments shall be made additionally by the Concessionaire and the Concession Fee is more in nature of the Ground Rent for the space of the BBMP allowed to be used by the Concessionaire

3. The successful bidder shall be selected on Least number of Months quoted by the Concessionaire.
4. After period of the concession, the whole structure (Including all accessories on As is where is basis) will be the property of the BBMP. Hence the concessionaire shall hand over the skywalk in good terms after completion of concession period.
5. The bidder shall prepare and submit the following sheet IMMEDIATELY AFTER THE FINANCIAL OR COMMERCIAL BID OPENING AT BBMP HEAD OFFICE

See the attached sheet

Appendix 14: Format of Bank Guarantee for Performance Security

To:

Executive Engineer (TEC - RI)
Bruhat Bengaluru Mahanagara Palike
Bangalore.

WHEREAS _____ *[name and address of Concessionaire]* (hereinafter called "the *Concessionaire*") has undertaken, in pursuance of Contract No. _____ dated ___ _____ to execute "Construction of skywalks under PPP Model on Design, Build, Finance, Operate and Transfer (DBFOT) based on "Dynamic Duration" model under Commercial Advertisement rights at Mysore Road connecting Deepanjalinagara Bus Depo to Ranganatha Colony" (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the *Concessionaire* shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ *[amount of guarantee]* Rupees_____ _____*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the *Concessionaire* shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the issue of NOC for Commercial operation

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____